

6/10/2026

INVITATION FOR BID TAC 308F

Addendum #1

Please note the following changes which have been made for clarification to this Invitation for Sealed Bid. **This addendum must be listed as Addendum #1** on Exhibit A of the bid package as verification that you have received and are aware of the information contained herein.

QUESTIONS/CLARIFICATION/CHANGES:

Question:

Is attenuator required for this contract?

Answer:

Yes, it is an ODOT requirement.

Page 22:

Exhibit A. Item 5

Updated "curb miles/cycle" from 2480.15 to 2718.26.

Corrected numbering for 5a, 5b, and 5c

Exhibit A, Item 6

Updated:

Area 1 - 778.80 miles/cycle to 866.11 miles/cycle

Area 2 - 845.40 miles/cycle to 908.04 miles/cycle

Area 3 - 855.95 miles/cycle to 944.11 miles/cycle

Invitation for Bid (IFB)

TAC 308F

Supplies or Services Requested: Street Cleaning/Sweeping Service

Department: Public Works

NIGP Commodity Code(s): 968-74

Solicitation Schedule

EVENT	DATE
IFB Issue Date	5/28/2026
Mandatory Pre-Bid Conference <i>Virtual Teams Meeting</i> <i>Email jamiller@cityoftulsa.org for invite</i>	6/9/2026 at 2:00 PM CT
Deadline for Questions <i>Submitted to assigned buyer via email.</i>	6/15/2026 <i>10 Days prior to IFB due date</i>
Bid Submission Date <i>Either mailed or delivered to City Clerk address. Bids are open the day after the due date.</i>	6/24/2026

If You have any questions or need additional information, contact the Assigned Buyer:

Julie Miller, Buyer | jamiller@cityoftulsa.org
*All questions should be emailed with **TAC 308F** on the subject line.*

Submit Bids (sealed) to:

City of Tulsa – City Clerk’s Office
175 E. 2ND St., Suite 260
Tulsa, OK 74103

*Bids (2 total:1 original, 1 copy) must be sealed and either mailed or delivered. Write the Bid Number, Supplies or Service requested (as listed above) and Bid Opening Date on the lower left corner of the outside of Your Bid envelope. Feel free to use included packing slip. No faxed or emailed Bids will be considered. Barring certain circumstances (Section III-5), Bids received after the stated date and time **will not be accepted and will be returned to the Bidder unopened.***



CITY OF
Tulsa
A New Kind of Energy.™

I. STATEMENT OF PURPOSE:

1. Overview and Goals

The goal of this solicitation is to secure a source to provide Street Cleaning/Sweeping Service for the Public Works Department of the City of Tulsa.

2. Term of Contract

The City intends to award a one-year annual contract. The City may offer the Seller the opportunity for additional one-year terms. The City also reserves the right to make multiple or partial awards. To do business with the City, You must agree to the terms and conditions of the City's standard Purchase Agreement, indicated by Your **Authorized Agent's** signature on the Purchase Agreement.

Capitalized terms used in this IFB and not defined in the Purchase Agreement shall have the meanings as ascribed to them in Title 6, Chapter 4 of the [Tulsa Revised Ordinances](#).

The entire Invitation for Bid (IFB), including any additional information submitted by Bidder and Accepted by City will be included as part of the Agreement between Seller and City. **All sheets of this IFB (including Sections I-VI) must be submitted.**

Authorized Agent

Several parts of the Bid (Affidavits, Purchase Agreement) must be signed by an **"Authorized Agent."** An **Authorized Agent** means an agent who is legally authorized to bind the Seller under the law of the state in which the Seller is legally organized. For instance, under Oklahoma law, the **Authorized Agent** for each of the following types of entities is as stated below:

- **Corporations** – the president, board chair or board vice chair (or the vice president if the corporation was formed in Oklahoma) can sign; others can sign if they have and provide the City with (i) a corporate resolution giving them authority to bind the Seller, and (ii) a recent certificate of secretary indicating the authority is still valid and was in full force and effect on the date of the signature. (See IFB Section VI for sample of a Certificate of Secretary)
- **General Partnerships** – any partner can sign to bind all partners.
- **Limited Partnerships** – the general partner must sign.
- **Individuals** – no additional authorization is required, but signatures must be witnessed and notarized.
- **Sole Proprietorship** – the owner can sign. Any other person can sign if s/he provides a recent Power of Attorney, signed by the owner, authorizing him/her to bind the sole proprietorship.
- **Limited Liability Company (LLC)** – any manager of the LLC elected by the members of the LLC, or any member signing as manager of the LLC. All other signers will need a Consent of Members signed by all the Members of the LLC authorizing their signature on or up to 30 days before the date of their signature. (See Section VI for sample of a Consent of Members)

Entities organized in states other than Oklahoma must follow the law of the state in which they are organized.

II. SCOPE OF SERVICES AND SPECIFICATIONS

1. Scope of Services

The City is requesting Bids for Street Cleaning/Sweeping Service for use by the Public Works Department.

Delivery Requirements

All prices quoted shall be based on delivery F.O.B. Tulsa, Oklahoma or to any other points as may be designated in the Specifications, with all charges prepaid by Seller to the actual point of delivery. Bids must state the number of Days required for delivery under normal conditions.

Absolutely no items over 500lbs. may be directly shipped to the City, requiring the City personnel to unload from the shipping truck or trailer. The City carries no responsibility for any damages incurred during an unloading occurrence. All unloading shall be the responsibility of the Seller and/or shipping entity.

2. Specifications

The Bid **must** meet or exceed the following Specifications.

1. The work to be performed under this Agreement is the scheduled cleaning/sweeping, **hauling, and disposal** of materials of selected public arterial and residential streets and expressways and public property within the City of Tulsa, Oklahoma (See Map - Attachment A). This work shall include all labor, equipment, materials, and any other incidental items necessary to complete the work in the specified manner. Prior written approval will be needed before engaging in any additional hourly work for items 7 – 19.
 - 1.1 The cleaning of public streets is defined as the removal of dirt, encrusted, caked or otherwise, and the removal of all debris and foreign matter, **including gutter grass** (grass which is growing in sediment that is laying above the surface of the curb – on maintenance zone streets) within a five (5) foot strip adjacent to and parallel to the curbs and medians along the public street being cleaned. All vegetation growing within 18” of the vertical face of the curb of arterial streets including crack grass, seam grass, joint grass, etc. must be removed. **This includes the removal of all debris from the surface of any storm sewer inlet which may lie within this pathway.** If parked cars or other obstructions are present along the curb line, Seller shall clean around the cars or obstructions as closely as possible and continue along the curb line. **The entire radius of all maintenance zone streets intersecting with arterial streets shall be swept as part of the maintenance zone street.** Seller will not have to return to sweep an area or street to re-clean due to bypassing a parked vehicle. The City will publicize the residential sweeping schedule to allow people to have cars off the street when their area is being swept. For that reason, Seller will be required to keep to the schedule.
 - 1.2 The methods utilized in performing this work may include the use of mechanical street sweepers, vacuum sweepers or hand shovels, and other equipment whichever is appropriate for the existing conditions. **Seller is advised that manual labor is often required to remove foreign objects and caked debris from the path of sweepers, especially at dead ends, which must be completely cleaned under the terms of this Agreement.**
 - 1.3 Occasional cleaning of the public property to remove dirt and debris from the paved areas shall be required at the estimated quantities noted on Exhibit A, #16 and/or #17.

2. **LOCATION OF WORK** – The street cleaning service to be provided under this Agreement will be on designated City of Tulsa arterial and residential streets and designated expressways as identified in Tables 1 and 2 respectively of these Specifications and public property within the City of Tulsa Oklahoma. The City reserves the right to add or delete streets and/or change the limits of the streets which will be swept under this Agreement. **There is no guarantee that any or all arterial or maintenance zone streets will be cleaned under this Agreement.**

3. **SWEEPING SCHEDULE** – The schedule for this cleaning service will be at the direction of the Public Works Department. The plan requires sweeping approximately 766.7 arterial street (including designated expressways) miles twelve (12) times a year and approximately 2,718 street maintenance zone miles four (4) times a year respectively. Additionally, we may add extra maintenance zones for leaf removal. Adherence to the following schedule is mandatory. Failure to complete the sweeping within this time frame may result in a \$1,000 per day penalty. Allowance may be made for inclement weather and unforeseen conditions and must be approved by the Public Works Department. Inclement weather includes snow and/or ice events that result in snow removal by the City, storms that result in roads not passable by motor vehicles, and high water.

Maintenance Zone Sweeping			
Month	Area		
	1	2	3
January			X
February		X	
March	X		
April			X
May		X	
June	X		
July			X
August		X	
September	X		
October			X
November		X	
December	X		

4. **EMERGENCY SWEEPING/CLEANING** – Occasional emergency sweeping of arterials and residential streets are required. All emergency sweeping/cleaning shall be at the direction of the Public Works Department. The Public Works Department shall provide Seller with an updated list of personnel that have the authority to require emergency sweeping. Seller shall provide the City with at least 2 contacts for emergency sweeping. Seller shall respond to an emergency request within 1 hour of notification by one of the authorized personnel.

5. **CURB MILES** – The basis for the price of this cleaning service will be the number of curb miles cleaned. The curb mile will be measured linearly from the starting point 5,280 feet to the terminal point along a single curb line including all intersecting streets. The curb miles for the designated streets appearing in Tables 1 and 2 of these Specifications have been verified by City of Tulsa technicians and will be used for the basis for payment of this Agreement. Changes to the approved curb mileage will be made in writing by the Director of the Public Works Department or his/her designee. **Seller is required to immediately report any new streets encountered during sweeping operations. The City will make a concerted effort to identify newly constructed miles and advise Seller.**

6. **DISPOSAL OF DEBRIS** – Seller shall be responsible for the hauling and disposal of all collected dirt, debris, and other matter in an approved manner, at a licensed sanitary landfill and pay all fees as required by Federal, State, County, and City of Tulsa laws, statutes, regulations, and ordinances.

Seller shall provide the City with a monthly report detailing debris disposal amounts by volume and copies of all dump ticket receipts. “Co-mingling” of other contract debris with debris from this Agreement will not be allowed. If dumpsters are used in the collection of debris, the City retains complete authority to cause those dumpsters to be repositioned or removed. If a transfer location is used, the City retains the right to inspect this location to ensure adherence to this Agreement. **MILEAGE RATE WORK, FOR ITEMS 1-6, INCLUDES ALL COSTS FOR TRANSPORT, DISPOSAL, ETC. HOURLY RATE WORK INCLUDES ALL COST FROM MOBILIZATION TO DISPOSAL OF DEBRIS.**

6.1 **WATER** –Seller will be required to secure and use construction water meters from the Water Distribution Section for all water used. Failure to use a meter is a violation of City Ordinances. There will be no charge for water. **Sweepers must use water at all times**, except when temperatures are below freezing. **Excessive dust created by sweeping operations will result in a “STOP WORK” order until proper dust control is achieved.**

6.2 **History of cubic yards swept:**

Year 2023 - 2024

	Maintenance Zone	Area	Yards	Arterial	Yards	Tisdale/ Gilcrease/C.B.D.
Jul-23	855.95	3	1155	638.4	420	73.9
Aug-23	845.40	2	987	638.4	245	73.9
Sep-23	779.80	1	1603	638.4	497	73.9
Oct-23	855.95	3	721	638.4	266	73.9
Nov-23	845.40	2	4305	638.4	525	73.9
Dec-23	779.80	1	4627			
Dec-23	845.40	2	5173	638.4	623	73.9
Jan-24	855.95	3	4599	638.4	500.5	73.9
Feb-24	845.40	2	2912	638.4	343	73.9
Mar-24	779.80	1	2800	638.4	392	73.9
Apr-24	855.95	3	1274	638.4	385	73.9
May-24	845.40	2	770	639.4	525	73.9
Jun-24	779.80	1	875	639.4	280	73.9
Totals	10,770		31,801	7663.8	5001.5	886.8
	TOTAL MILES	19,320.60				
	TOTAL YARDS	36,802.50				

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Year 2024 – 2025

	Maintenance Zone	Area	Yards	Arterial	Yards	Tisdale/ Gilcrease/C.B.D.
Jul-24	855.95	3	770	639.4	427	73.9
Aug-24	845.40	2	812	639.4	290.5	73.9
Sep-24	779.80	1	1421	639.4	378	73.9
Oct-24	855.95	3	973	642.9	392	73.9
Nov-24	845.40	2	4035.5	642.9	518	73.9
Dec-24	779.80	1	4375			
Dec-24	855.95	3	7665	642.9	343	73.9
Jan-25	845.40	2	4109			
Jan-25	779.80	1	4011	642.9	301	73.9
Feb-25	845.40	2	2765	642.9	224	73.9
Mar-25	779.80	1	1421	644.9	273	73.9
Apr-25	855.95	3	329	644.9	1120	73.9
May-25	845.40	2	1015	644.9	483	73.9
Jun-25	778.80	1	1064	644.9	357	73.9
Totals	11,548.8		34765.5	7712.3	5106.5	886.8
	TOTAL MILES	20,147.90				
	TOTAL YARDS	39,872				

The above information is based on historical records and may or may not be representative of the future.

7. **QUALITY OF WORK** – Seller’s work shall always be of an acceptable quality. Seller is expected to maintain a quality control program and to inspect all work prior to presenting the work to the City for inspection. Payment will only occur after this quality of work has been completed and inspected.

7.1 The general guidelines for the specified quality street sweeping shall include, but are not limited to the following:

- (a.) The street must show evidence of being swept and present an appearance of cleanliness and all “gutter grass” must be removed. **Seller will have one cycle to remove all vegetation, including gutter grass (residential and arterial streets) and crack grass, seam grass, joint grass (arterial streets). Gutter grass removal is only applicable to residential streets.**
- (b.) There will be no significant sweeper tailings, or scattering of dirt, debris or other matter following the sweeper. The City will take inclement weather conditions into consideration when conducting inspections.
- (c.) Any dirt, debris or other matter remaining on the street shall be less than three (3) cubic feet per continuous curb mile.

- (d.) The sweeper operator must observe proper sweeping procedures at all times.
- (e.) The street must be cleaner behind the sweeper than in front.
- (f.) Median “noses” and pedestrian openings must be cleaned. The City does not expect Seller to sweep the ramps that are part of the sidewalk. Seller shall sweep entire opening of center medians if significant material is present.

7.2 The City of Tulsa Public Works Department will inspect all work performed. The inspection will be performed within three (3) workdays, or less, after notification from Seller that the work has been completed and Seller will be notified of any deficiencies. Progressive inspections will be performed on entire streets only and not on segments thereof, except in mutually agreed upon extenuating circumstances. Seller will be required to re-sweep at no additional cost any street which does not meet specifications.

7.2.1 Seller shall have forty-eight (48) hours to correct any deficiencies noted during the first inspection. Failure to meet an acceptable standard of cleanliness on the second inspection will result in payment being withheld for that street.

7.2.2 The Inspector shall have the authority to delete streets or segments of streets from the cleaning authorization which cannot be cleaned because of obstructions, construction, natural disasters, or other mitigating circumstances and adjust the curb miles accordingly.

7.2.3 Normal amounts of salt spread by City forces during winter storm control operations will be removed by Seller as part of the normal course of this Agreement.

8. **REPORTS** – Seller will be provided with a schedule of when and which streets will be swept and the authorized number of miles per month. **Seller will not exceed 75 miles per arterial or maintenance zone per day unless authorized by a City representative.** This schedule will be published in the local media. Also, Seller will be required to furnish a report with each invoice after the work has been completed, detailing the amount of cubic yards of debris picked up in each zone and the total amount of water used, **including meter readings.**

9. **PUBLIC CONVENIENCE AND SAFETY** – Seller shall observe City ordinances relating to obstructing streets, keeping alleys or other rights-of-way open and protecting the same, and shall obey all laws and City ordinances controlling or limiting those engaged in the work required under this Agreement. Seller is granted the right of using the streets or alleys for the purpose of doing the work specified in the Agreement but is not granted the exclusive use of such streets or alleys. Seller shall perform the work in a manner that will cause the least inconvenience and annoyance to the general public and property owners.

Seller shall be restricted from performing any work on the named **arterial** streets from between 6:30 a.m. and 9:00 a.m. or between 3:30 p.m. and 6:30 p.m. Monday through Friday. Seller shall be restricted from performing any work on **maintenance zone** streets on weekends, City of Tulsa holidays and between 5:00 p.m. and 8:00 a.m., Monday through Friday.

10. **EXAMINATION OF WORK SITE** – **By the submission of a Bid, Bidders represents that he/she has examined the named streets to be swept, the Specifications, and all other Bid documents. Bidders further represent that he/she is fully informed concerning the requirements of the specifications, and the physical conditions to be encountered in the work, and the character, quality, and the quantity of the service to be performed. Seller will not be entitled to additional compensation unless they have prior written approval by the City for those charges.**

11. **LAWS TO BE OBSERVED** - Seller shall observe and comply with all applicable Federal and State laws, local laws, ordinances, orders, and regulations of the Federal, State County or City governments at all times. The submission of a Bid on this work shall be considered as a representation that the Bidder is familiar with all Federal, State and local laws, ordinances and regulations which affect those engaged or employed in the work, or equipment used in the work, or which in any way affects the conduct of the work, and no pleas of misunderstanding will be considered on account of ignorance thereof. Seller shall be in compliance with the City's MS4 municipal storm water discharge permit and associated storm water management plan at all times.
12. **CITY NOT LIABLE FOR DELAY** – It is further expressly agreed that in no event shall the City be liable or responsible to Seller or any other person for or on account of any stoppage or delay in the work herein provided for by injunction or other legal or equitable proceedings, or from or by or on account of any delay for any cause over which the City has no control.
13. **QUALIFICATION OF BIDDER** – Seller must be involved in this type or similar work and/or demonstrate his/her capabilities to perform the work required by this Agreement.
 - 13.1 To demonstrate these qualifications, Bidders will be required to provide the City with the following:
 - (a) History of experience with performing this type of work, names, addresses, and telephone numbers.
 - (b) A list of employees with experience performing this type of work.
 - (c) A list of equipment available, condition, outstanding liens, and plans to acquire additional equipment.
 - (d) A plan for the disposal of debris, including disposal sites.
 - (e) A firm statement of when he/she will be able to begin work after award of Agreement.
14. **ISSUANCE OF WORK ORDERS** – A Work Order will be issued once a year at the start of the original Agreement and prior to renewal each year by the Department Representative instructing Seller to proceed for a one-year period. **Seller will be directed to sweep a set number of miles per month. If Seller cannot sweep as much as directed, a Secondary Seller may be used to make up the miles not being completed by the Primary Seller. The Primary Seller will not be allowed to “catch up” lost miles during the easiest time of the sweeping season. Failure to sweep the residential and arterial streets as delineated in this Agreement on an annual basis is grounds for contract termination.**
15. **PAYMENT** – Seller shall submit an invoice and applicable affidavit, along with a report for the work performed. Upon satisfactory inspection, the City will then process payment to Seller. **Hourly rate work must be invoiced separately. “Back billing” for new miles previously swept will not be allowed.** Notwithstanding anything herein to the contrary, **payment will only occur after Seller has met the “quality of work” requirement of this section.**
16. **CHARACTER OF WORKERS AND WORK** – Seller and his/her employees, including subcontractors, shall be competent and careful workers skilled in their respective trades. Seller shall not employ any person who is incompetent or negligent in the due and proper performance of his/her duties. The City shall retain the right to require Seller to remove any employee from contact with the public who is determined by the City, after due investigation of any complaint of having been guilty of misconduct to the public. This work is being performed for the public benefit.
17. **EQUIPMENT**- Seller must maintain his/her equipment in a clean, serviceable condition at all times. All equipment shall be properly licensed and inspected. The continued use of unserviceable and

improper equipment shall be considered a breach of contract. The City may make random equipment inspections to ensure that equipment is functioning properly. Deficiencies shall require immediate repair and/or adjustment. All equipment to be used by Seller in performance of work under this Agreement shall bear signs with the following wording:

COMPANY NAME
Contractor for City of Tulsa
Citywide Street Sweeping Services
For Information Call 918-596-9711

- The signs shall be posted in a conspicuous location, a minimum of one on each side of Seller's equipment.
 - Signs and lettering shall be of a size which may be read from a distance of 50 feet. Signs must be approved by City's representative prior to commencement of work.
18. **BREACH OF CONTRACT** – All terms, conditions and Specifications of the Agreement shall be considered material and failure to perform any part of the Agreement shall be considered a breach of contract. Furthermore, if Seller fails to provide the cleaning service required by this contract for a period more than five (5) consecutive scheduled working days, the City may declare Seller to be in breach of contract.
19. **SECONDARY OR BACK-UP SOURCE-** THE CITY RESERVES THE RIGHT TO PURCHASE FROM A SECONDARY OR BACK-UP SELLER TO BE USED IN THE EVENT OF FAILURE OF SELLER'S ABILITY TO SUPPLY THE FULL NEEDS OF THE CITY.

It is the intent during the Agreement period, as nearly as possible, to purchase all the requirements for the items bid from Seller. This does not include materials supplied under terms of a public improvement contract for a specific project by the City.

TABLE 1- ARTERIAL STREETS

ARTERIALS				
SEGMENT NUMBER	STREET EAST/WEST	FROM	TO	MILES
1	E. 46 TH ST. NORTH	N. CINCINNATI AVE.	N. PEORIA AVE.	2.2
2	E. 46 TH ST. NORTH	N. MINGO ROAD	N. 145 TH E. AVE.	6.8
3	PORT ROAD	N. SHERIDAN ROAD	N. MINGO ROAD	7.2
4	E. 36 TH ST. NORTH	CITY LIMITS (675 FT WEST OF TISDALE PARKWAY)	N. PEORIA AVE.	3.4
5	E. 36 TH ST. NORTH	N. MINGO ROAD	N. GARNETT ROAD	2.6
6	E. APACHE	N. DENVER PL.	N. 69 TH E. AVE.	12.2
7	E. VIRGIN ST.	N. SHERIDAN ROAD	N. MEMORIAL DRIVE	4.4
8	AIRPORT ROAD	N. 75 TH E. AVE.	E. VIRGIN ST.	0.4
9	E. PINE ST.	N. UNION AVE.	US 169	16.7
10	E. ADMIRAL PLACE	S. COLLEGE AVE.	S. 145 TH E. AVE.	11
11	W. EDISON ST.	N. DENVER AVE.	N. 33 RD W. AVE.	5.3
12	W. CHARLES PAGE BLVD.	S. HOUSTON AVE.	S. 65 TH W. AVE.	7.8
13	I-244 SERVICE ROAD EB	S. LANSING AVE.	S. HARVARD AVE.	4.4
14	I-244 SERVICE ROAD EB	6880 E. ARCHER ST.	7380 E. ARCHER ST.	0.6
15	I-244 SERVICE ROAD WB	8100 E. EASTON ST.	6500 E. EASTON ST.	1.4

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16	I-244 SERVICE ROAD WB	N. HARVARD AVE	S. LANSING AVE.	4.4
17	E. 3 RD ST.	S. MADISON AVE.	S. WAVERLY DR.	5
18	E. 4 TH ST.	S. LANSING AVE.	E. 3 RD ST.	0.6
19	E. 4 TH ST. & E. 4 TH PL	S. WAVERLY DR.	S. MEMORIAL DR.	6
20	E. 6 TH ST.	S. MADISON AVE.	S. DELAWARE AVE.	3.2
21	E. 11 TH ST.	IDL	S. 129 TH E. AVE.	24.9
22	E. 13 TH PL.	S. LEWIS AVE.	S. PEORIA AVE.	1.9
23	E. 14 TH ST.	S. PEORIA AVE.	S. LEWIS AVE.	1.9
24	E. 15 TH ST.	S. DENVER AVE.	S. MEMORIAL AVE.	14.2
25	E. 21 ST ST.	S. BOULDER AVE.	S. 149 TH E. AVE.	31.6
26	W. 23 RD ST.	S. YUKON AVE.	S. BOULDER AVE.	3.6
27	E. 31 ST ST.	S. RIVERSIDE DR.	S. 129 TH E. AVE.	19.6
28	E. 36 TH ST.	S. RIVERSIDE DR.	S. YALE AVE.	6.9
29	W. 41 ST ST.	US 75S	S. 41 ST W. AVE.	4
30	E. 41 ST ST.	S. RIVERSIDE DR.	S. 129 TH E. AVE.	18.9
31	E. 51 ST ST.	S. WHEELING AVE.	S. 129 TH E. AVE.	19.9
32	I-44 SERVICE ROAD EB	S. 38 TH W. AVE.	S. ELWOOD AVE.	3.5
33	I-44 SERVICE ROAD WB	S. ELWOOD AVE.	S. JACKSON AVE.	0.6
34	I-44 SERVICE ROAD EB	S. RIVERSIDE DR.	S. 129 TH E. AVE.	10
35	I-44 SERVICE ROAD WB	S. 129 TH E. AVE.	S. RIVERSIDE DR.	17
36	W. 61 ST ST.	S. UNION AVE.	US 75S	1.4
37	E. 61 ST ST.	S. RIVERSIDE DR.	S. GARNETT RD.	15.8
38	71 ST ST.	S. UNION AVE.	S. GARNETT RD.	32.8
39	E. 81 ST ST.	S. RIVERSIDE DR.	S. GARNETT RD.	15
40	E. 91 ST ST.	S. RIVERSIDE DR.	S. GARNETT RD.	6.8
TOTAL MILES EAST/WEST ARTERIALS				355.9
NORTH/SOUTH				
41	N. 49 TH W. AVE	W. EDISON ST.	W. ARCHER ST.	0.5
42	S. 33 RD W. AVE.	W. 41 ST ST.	W. 61 ST ST.	5
43	S. 25 TH W. AVE.	W. 41 ST ST.	W. 51 ST ST.	2
44	GILCREASE MUSEUM	W. CHARLES PAGE BLVD	W. FAIRVIEW ST.	1.8
45	S. UNION AVE.	SOUTHWEST BLVD	W. 61 ST ST.	5.7
46	SOUTHWEST BLVD	W. 7 TH ST.	37 TH W. AVE.	11.9
47	S. 57 TH W. AVE.	W. 21 ST ST.	W. 41 ST ST.	1
48	S. DENVER AVE.	S. RIVERSIDE DR.	W. 11 TH ST.	1.8
49	S. BOULDER AVE.	W. 12 TH ST.	W. 21 ST ST.	1.8
50	S. BOSTON AVE.	E. 13 TH ST.	E. 21 ST ST.	1.4
51	S. RIVERSIDE DR.	SOUTHWEST BLVD	E. 101 ST ST.	31.4
52	N. CINCINNATI AVE.	I-244	46 TH ST. N.	8.6
53	N. DETROIT AVE.	I-244	N. CINCINNATI AVE.	0.6
54	N. PEORIA AVE.	E. 56 TH ST. NO.	68 TH ST. S.	25.5
55	UTICA AVE	E. PINE ST.	E. 41 ST ST.	10.4
56	LEWIS AVE	E. 56 TH ST. N.	E. 91 ST ST.	32.6
57	DELAWARE AVE.	E. ADMIRAL PL.	E. 15 TH ST.	3.9
58	S. DELAWARE AVE.	E. 90 TH ST. S.	S. RIVERSIDE DR.	1.6
59	HARVARD AVE.	GILCREASE EXP	E. 91 ST ST.	26.2
60	YALE AVE.	E. 36 TH ST. N.	E. 104 TH ST ST. S.	38.6

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61	SHERIDAN RD.	E. APACHE ST.	E 99 th St. S.	27
62	MEMORIAL DR.	E. VIRGIN ST.	E. 111 TH ST.	49
63	N. MINGO RD.	I-244	46 TH ST. N.	4.8
64	S. MINGO RD.	E. 31 ST ST.	E. 97 TH ST.	13.9
65	S. GARNETT RD.	I-244	E. 61 ST ST.	15.4
66	S. 129 TH E. AVE.	I-244	E. 55 TH ST.	13.5
67	S. 145 TH E. AVE.	E. 19 TH ST.	E. 24 TH ST.	1
TOTAL MILES NORTH/SOUTH ARTERIALS				336.9
TOTAL MILES CURBED ARTERIALS				692.8
68	TISDALE PARKWAY	W. FAIRVIEW ST.	W. 36 TH ST. N.	7
69	SH 11 (GILCREASE)	N. 41 st W. Ave	HARVARD	11.5
70	Central Business District (C.B.D.)	NORTH AND WEST WITHIN IDL	SOUTH AND EAST WITHIN IDL	55.4
GRAND TOTAL OF ARTERIAL MILES				766.7

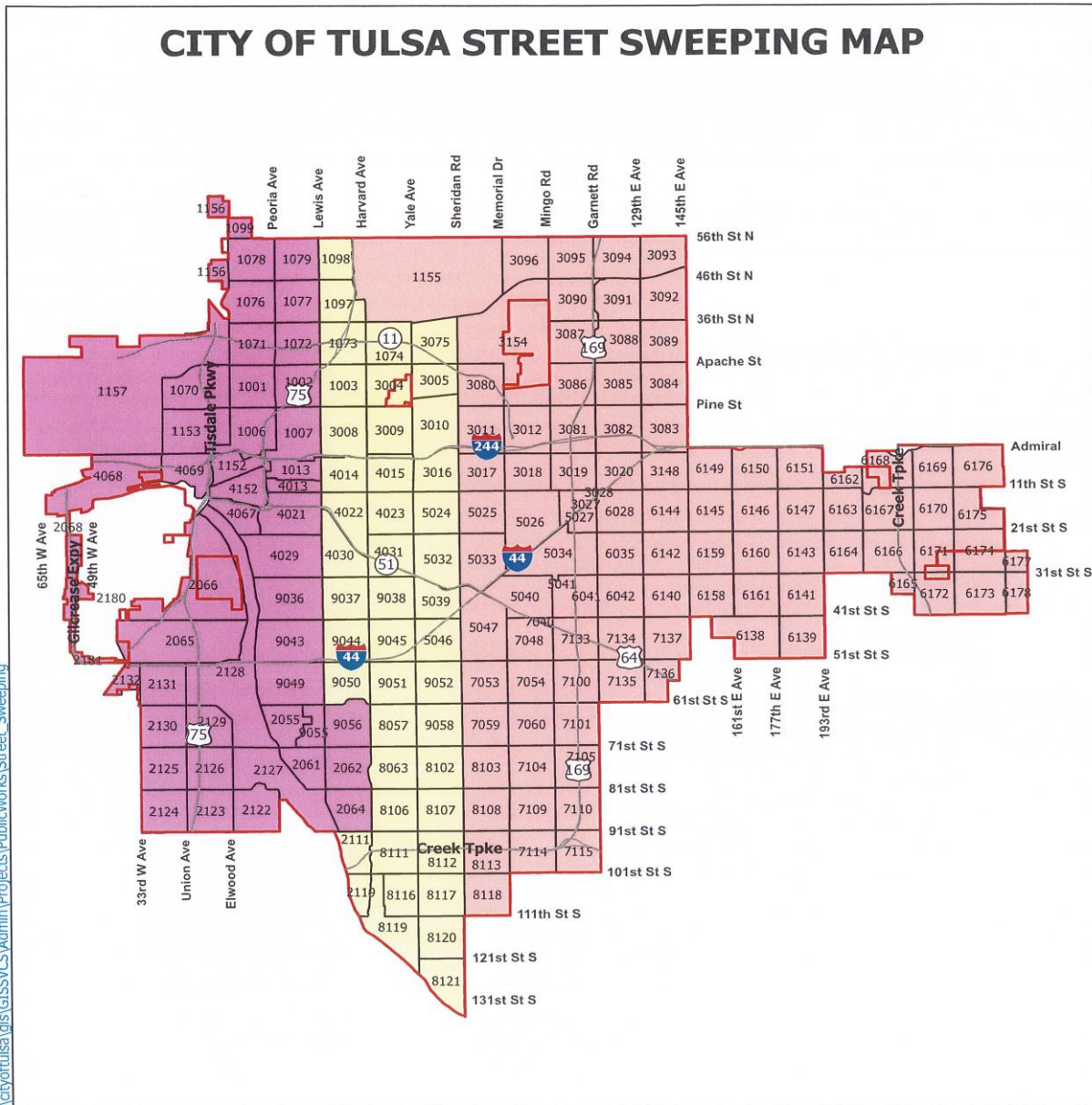
TABLE 2 –MAINTENANCE ZONE STREETS

AREA 1		AREA 2		AREA 3	
ZONE #	MILES	ZONE #	MILES	ZONE #	MILES
1001	36.92	1003	18.47	3011	34.11
1002	23.97	1073	5.80	3012	9.19
1006	36.05	1074	0.33	3017	36.86
1007	29.21	1097	5.95	3018	4.56
1013	35.35	1098	1.36	3019	18.81
1070	37.76	2111	2.64	3020	17.38
1071	16.24	2119	2.34	3027	2.83
1072	5.53	3004	23.90	3080	5.61
1076	21.36	3005	8.98	3081	6.96
1077	1.23	3008	32.23	3082	1.43
1078	22.89	3009	27.44	3083	1.22
1079	14.54	3010	32.34	3085	0.68
1099	7.37	3016	30.81	3086	4.67
1153	39.91	3075	0.4	3088	1.08
1156	18.83	4014	30.72	3091	6.32
1157	9.14	4015	34.26	3094	1.53
2055	8.73	4022	40.38	3148	0.94
2061	12.35	4023	27.06	3154	0.71
2062	15.38	4030	30.73	5025	18.55
2064	11.40	4031	40.58	5026	11.79
2065	30.98	5024	18.48	5027	13.42
2066	23.30	5032	42.47	5033	29.96
2123	5.70	5039	14.33	5034	44.94
2126	14.28	5046	28.64	5040	35.25
2127	0.97	8057	26.19	5041	8.28
2128	3.80	8063	13.47	5047	29.07
2129	0.91	8102	27.87	6028	26.71
2130	18.65	8106	26.59	6035	31.53
2131	9.56	8107	12.16	6041	12.13
2132	2.01	8111	6.66	6042	31.89
4013	11.70	8112	19	6138	24.76
4021	53.11	8116	14.54	6139	25.34
4029	53.35	8117	26.41	6140	27.18
4067	29.51	8119	8.33	6142	23.32
4068	23	8120	15.98	6144	10.28
4069	28.90	8121	14.19	6150	8.14
9036	46.85	9037	27.98	6151	7.68
9043	44.51	9038	38.20	6158	16.65
9049	45.77	9044	16.31	7048	23.21
9055	7.18	9045	27.60	7053	32.95
9056	7.91	9050	19.70	7054	16.89
TOTAL	866.11	9051	33.10	7059	31.16
		9052	19.37	7060	16.89
		9058	13.75	7100	10.77
		TOTAL	908.04	7101	11.69
				7104	20.47
				7105	10.48
				7109	8.76
				7110	8.98
				7114	30.78

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				7115	8.82
				7133	5.46
				7134	4.25
				7135	9.42
				7136	2.34
				7137	9.28
				8103	33.01
				8108	31.23
				8113	15.43
				8118	10.08
				TOTAL	944.11

ATTACHMENT A



Created by City of Tulsa GIS Services, April 2026

Sweeping Schedule

- March, June, September, December
- February, May, August, November
- January, April, July, October



III. BID SUBMISSION INSTRUCTIONS AND INFORMATION

1. **Bidder Registration**: To ensure timely updates and alerts about business opportunities with the City, interested Bidders should register as a Bidder with the City. To register, interested Bidders should complete the City's vendor registration form by contacting Andrea Evans at purchasing@cityoftulsa.org or check the City's "[Selling to the City](#)" Website.

2. **Pre-Bid Conference**: If a pre-Bid conference is required, see the first page for time and location.

Attendance Requirement

Attendance at the Pre-Bid Conference is required to submit a Bid.

Attendance is not required to submit a Bid.

3. **Questions and Concerns**: As You prepare Your Bid response, You may have questions or points of clarification around this Solicitation. Any questions or comments about this Invitation for Bid must be sent via e-mail to the buyer listed on the first page "Assigned Buyer" and be received at least **10 Days prior to the Bid Submission Date**. Please include the IFB Bid number (as indicated on the title page) on all communications. Bidders may only communicate with the City through the Assigned Buyer – communication with other City staff could result in disqualification.

4. **Issuing of Addenda**: The City may addend or amend its IFB at any time before the Bid Submission Date. In addition to registering as a Bidder with the City, Bidders can check the "Purchasing Bid Opportunities & Results" page on the City Website for the latest updates ([linked here](#)). Any such amendments shall become a part of the Agreement. You must acknowledge receipt of any Addenda or Amendments by writing in the issued Addenda numbers on Exhibit A – Delivery and Pricing. City may reject any Bid that fails to acknowledge any Addenda or Amendments.

5. **Submission and Receipt of Bids**: The City requires two completed Invitation for Bids: 1 Original and 1 Copy. Each must be clearly labeled on the front sheet indicating "Original" or "Copy." Use the Bidder Checklist to ensure Your Bid includes all required components. If a copy on electronic media is also required, the box below will be checked.

Electronic Copy also required.

Bids must be received no later than 5:00 PM (CST) on the Bid Submission Date (see first page) and delivered to:

**City of Tulsa - City Clerk's Office
175 East 2nd Street, Suite 260
Tulsa Oklahoma 74103**

Bids must be sealed and either mailed or delivered. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. Please use the provided label on the last page of this IFB to clearly write the Bidder's legal name and Bid number on the outside of the package, container, or envelope. No faxed or emailed Bids will be considered.

Bids received after the stated date and time **will not be accepted**. The timestamp clock located at the City Clerk's Office on the second floor of City Hall at 175 East 2nd Street, Suite 260, Tulsa, Oklahoma, 74103 is the City's official bid clock for this IFB. Timeliness of Bid submittals will be determined using only this clock.

Exceptions to Timeliness Requirement

The Purchasing Agent, at his/her sole discretion, may make exceptions only for the following reasons:

- City Hall closed for business for part or all of the day on the date the response was due;
- If the Purchasing Agent deems it appropriate due to large-scale disruptions in supply chains and the transportation industry that may have prevented delivery as required;
- If documented weather conditions caused the late delivery. You must provide documentation of such weather to the satisfaction of the Purchasing Agent.

In the event that the Bid submittal is delivered after the time specified and does not meet the exceptions listed above, the Bid will not be accepted, and the submittal envelope will not be opened.

The City will not be liable for delays in delivery of Bids to the City due to handling by the U.S. Postal Service, or any other type of delivery service. The City reserves the right to postpone the date and time for submittal of Bids at any time prior to the Bid Opening Date or to delay or reschedule the Bid Opening Date for its own convenience.

The City reserves the right to cancel, revise, or amend this IFB and associated bidding documents up to the time specified for receipt of Bids.

6. **Bid Opening**: All Bid openings are public and take place at 8:30 a.m. Thursday, the day after Bids are due. The Bid openings are held in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

IV. BID EVALUATION AND AWARD

1. **Bid Evaluation**: The Assigned Buyer and departmental staff will work together to determine the winning Bid. Generally speaking, the Bid award will go to the **Lowest Secure Bidder: the Supply or Service that can best meet the City's needs at the lowest cost.** In addition to price and specifications, the Buyer and departmental staff may also evaluate Bidder history and experience, delivery time, maintenance requirements, and performance data, among other factors.

A point system will be used to determine the most advantageous Bid for the City of Tulsa. The point system will be applied as follows:

70 points will be given to the Bidder with the lowest items 1- 6 of the spreadsheet found in Exhibit A. Each Bidder is allowed to submit only one bid.

The Bidder with the next lowest total will be given points proportionately to their total above the lowest total cost. For example, if the next lowest Bidder is 10% above the lowest total cost, the points awarded for that Bidder would be 63. If the next lowest Bidder is 15% above the lowest total cost, the points awarded for that Bidder would be 59.5.

15 points for the evaluation of Bidders' resources.

Resources include the necessary equipment and personnel needed in the opinion of the City, to complete the Specifications of this Agreement. Consideration will be given to the type and quantity of equipment to be used by the Bidder and the number of qualified personnel employed by the Bidder to meet the City's needs. A Bidder that owns required equipment will be given 15 points.

A Bidder that rents or leases required equipment instead of owning the equipment may, at the opinion of the Public Works Department, be required to provide a letter from the rental/lease company that the Bidder has the approval of the rental/lease company to rent/lease equipment from their company for the time frame of the agreement. A Bidder that rents or leases required equipment will be given 10 points.

15 points for history and stability of the Bidder.

In evaluating each proposal, the Bidder with the most continuous number of years in business providing services within the scope of this IFB will receive 15 points. The Bidder with the next most continuous number of years providing services within the scope of this IFB will receive 10 points. All other Bidders with continuous number of years providing services within the scope of this IFB will receive 5 points. Any Bidder with no continuous number of years providing services within the scope of this IFB or Bidders that have been in breach of a previous contract with the City will be awarded 0 points.

2. **Bid Rejection or Withdrawal**: The City may reject any or all Bids in whole or in part. Reasons a Bid may be rejected include, but are not limited to the following:
 - A submitted Bid does not contain all the necessary materials, signatures, and/or affidavits (listed on the included checklist);
 - The Bid does not meet specifications and requirements in some material way;
 - The Bidder holds outstanding debt to the City;
 - The Bidder adds additional terms and conditions that modify IFB requirements or attempt to limit Bidder's liability to the City.

City reserves the right to waive minor deficiencies of specifications, technicalities, or informalities in a Bid, provided that the best interest of the City would be served without prejudice to the rights of other Bidders. Bid withdrawal, meanwhile, may only be accomplished by having an Authorized Agent request the withdrawal in person at the City Clerk's office before the City's close of business on the Bid Submission Date.

- 3. Bid Award Recommendation and Appeal:** Upon receipt of the Bid recommended for selection, the Assigned Buyer will email all participating Bidders a memo announcing the recommended Bid. This email will include the time, date, and location (or virtual meeting link, if applicable) for the Standard, Specifications, and Award (SSA) committee meeting at which the Bid award recommendation will be considered.

Bidders not recommended for award may submit an appeal via email to the Assigned Buyer before the SSA meeting.

SSA meetings are held Thursdays at 8:30am in the City of Tulsa Council Meeting Room, 175 East 2nd Street, 2nd Floor, Tulsa, Oklahoma.

During this meeting, Bidders not recommended for award may present and request that the Bid award recommendation be reconsidered.

V. BID PROCESSING

- Forms, Notice to Proceed, and Irrevocability of Offer:** If the City Accepts Your Bid, You will have ten (10) Days from notification of the Acceptance to provide a completed IRS form W-9. You cannot start work until authorized to do so by the Purchasing Agent or a representative.

Bidder understands and acknowledges that the offer submitted as the Bid is firm and irrevocable from the City's close of business on the Bid Submission Date until the date the City Accepts the Bid or 365 Days after the Bid Opening Date, whichever is earlier.

- Purchase Order Without Contract:** If the successful Bid is less than One Hundred Thousand Dollars (\$100,000), the City, in its sole discretion, may Accept the Bid upon written approval of the Mayor rather than execute the Purchase Agreement. Instead, the City will purchase the Supplies and/or Services by issuing a purchase order. In any event, the terms of this IFB will govern the transaction and be enforceable by the City and Seller.

- Insurance:**

Yes: No:

Seller and its subcontractors must obtain at Seller's expense and keep in effect so long as City is purchasing Supplies or Services from Seller pursuant to this Bid, policies of insurance in the minimum amounts set forth below and Workers' Compensation and Employer's Liability insurance in the statutory limits required by law.

General Liability: personal injury and property damage, each occurrence	\$1,000,000.00
Automobile Liability: Combined Single Limit (CSL), each occurrence	\$1,000,000.00
Workers' Compensation	(Statutory limits)

Seller's insurer must be authorized to transact business in the State of Oklahoma. Seller will have 10 Days after notification that its Bid was Accepted by the City to provide proof of coverage.

The Certificate of Insurance must be completed with the following information:

- Your name
- Insurer's name and address
- Policy number
- Liability coverage and amounts
- Commencement and expiration dates
- Signature of authorized agent of insurer
- Certificate Holder Information: City of Tulsa, 175 East 2nd St., Suite 260, Tulsa, OK 74103

Seller shall not cause any required insurance policy to be cancelled nor permit it to lapse. Failure of the Seller to comply with the insurance requirements may be deemed a breach of the contract.

4. Bonding:

Yes: No:

A. Bid Bond. A bid bond in the amount of \$10,000 is required.

B. Performance Bond. A performance bond shall be 50% of the "Total Extended Cost (items 1-6)" on Exhibit A.

5. Federal Funding: If the box is checked "Yes," federal funding is involved with this purchase:

Yes: No:

6. References: If the box is checked "Yes," References are required:

Yes: No: If yes, number of references required: 3

For each reference, the following information must be included: Company Name, Contact Name, Address, Phone Number, E-Mail Address, and the supplies or services provided.

Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of Supplies/Services Provided:	_____
Company Name:	_____
Contact Name:	_____
Address:	_____
Phone Number:	() _____
Email Address:	_____
Description of Supplies/Services Provided:	_____

7. Data Rider: If the box is checked "Yes," the Data Rider is required:

Yes: No:

8. Any documents provided in response to subsections 4 through 7 above are by this reference fully incorporated into the Agreement as if set-forth entirely in this Section V.

VI. SAMPLE FORMS

Certificate of Secretary

The undersigned _____ (Assistant) Secretary of _____, a _____ corporation, (the "Corporation") hereby certifies that the following is a true and correct copy of a Resolution duly adopted by the Board of Directors of the Corporation on the _____ day of _____, 20__.

RESOLVED, that _____ is authorized to execute and enter bids, contracts, bonds, affidavits and any ancillary documents, on behalf of the Corporation.

The undersigned further certifies that this Resolution is in full force and effect as of the date of this Certificate and has not been amended, modified, revoked or rescinded.

IN WITNESS WHEREOF, I have executed this Certificate this ____ day of _____, 20__.

(Signature)

Printed Name

(Assistant) Secretary

[NAME OF COMPANY], LLC

Consent of Members

The undersigned, being all of the Members of [Name of Company], LLC, an Oklahoma Limited Liability Company, hereby authorize, consent to, approve and ratify the execution by _____ [name of Authorized Representative] on behalf of [Name of Company], LLC of bid proposals, contracts, affidavits and related documents in connection with [Name of Project] of the City of Tulsa.

DATED, this ____ day of _____, 20__. [Date must be dated date authorized representative signed or up to 30 days before the authorized representative signed]

[Signature]

Name Printed: _____

Title

Name Printed: _____

[Title]

[ADD ADDITIONAL LINES FOR ADDITIONAL MEMBERS]

Disclaimer Statement: This form is made available for example purposes only and is not intended to be legal advice nor intended to be relied upon in lieu of consultation with an attorney."

EXHIBIT A – DELIVERY AND PRICING

Bidder's Legal Name: _____
 (Must be Bidder's company name as reflected on its organizational documents, filed with the state in which Bidder is organized)

Delivery: If Your Bid is Accepted, state the number of Days You need to deliver the Supplies and/or to begin providing Services: _____

You must be able to deliver the Supplies and/or Services as specified in Your Bid. Failure to do so may result in City terminating the Agreement and pursuing collection under any performance bond, as well as seeking any other damages to which it may be entitled in law or in equity.

Pricing:

Item	Description	Estimated Quantity	Total Miles (Miles X Estimated # of cycles)	Unit Cost	Extended Cost (Unit cost per mile X Total Miles)
1.	Arterial sweeping including two-way left turn lane (TWLTL) (All equipment to be included in cost) (692.8 curb miles/cycle)	12 Cycles	8,313.6 miles	\$ _____/mile	\$ _____
2.	Tisdale Parkway sweeping (Requires trailing attenuator vehicle) (All equipment included in cost) (7 miles /cycle)	12 Cycles	84 miles	\$ _____/mile	\$ _____
3.	Gilcrease Expressway sweeping (Requires trailing attenuator vehicle) (All equipment included in cost) (11.5 miles /cycle)	12 Cycles	138 miles	\$ _____/mile	\$ _____
4.	C.B.D. Zone 1152 & 4152 (All equipment included in cost) (55.4 miles /cycle)	12 Cycles	664.8 miles	\$ _____/mile	\$ _____
5.	Street maintenance zone sweeping (All equipment included in cost) (2718.26 curb miles/cycle)				
	5a. Area 1 – 866.11 miles/cycle	4 Cycles	3,464.44 miles	\$ _____/mile	\$ _____
	5b. Area 2 – 908.04 miles/cycle	4 Cycles	3,632.16 miles	\$ _____/mile	\$ _____
	5c. Area 3 – 944.11 miles/cycle	4 Cycles	3,776.44 miles	\$ _____/mile	\$ _____
6.	Street maintenance zone sweeping (All equipment included in cost) Extra sweeping				
	6a. Area 1 – 866.11 miles/cycle	1 Cycle	866.11 miles	\$ _____	\$ _____
	6b. Area 2 – 908.04 miles/cycle	1 Cycle	908.04 miles	\$ _____	\$ _____
	6c. Area 3 – 944.11miles/cycle	1 Cycle	944.11 miles	\$ _____	\$ _____
Total Extended Cost (Items 1-6):				\$ _____	

Item		Estimated Quantity		Unit Cost	Extended Cost (Unit cost per hour X Quantity)
7.	Arterial sweeping (Other than curb sweeping when scheduled by City) (All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
8.	Street maintenance zone sweeping (Other than curb sweeping when scheduled by City) (All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
9.	Arterial sweeping (All equipment included in cost) After Hours/weekend/holidays	500 Hours		\$ _____/Hour	\$ _____
10.	Street maintenance zone sweeping (All equipment included in cost) After Hours/weekend/ holiday	500 Hours		\$ _____/Hour	\$ _____
11.	Miscellaneous litter pickup- Arterial streets (All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
12.	Miscellaneous litter pickup – Street maintenance zone streets (All equipment included in cost)	500 Hours		\$ _____/Hour	\$ _____
13.	Miscellaneous equipment use (dump truck, skid steer, etc.)	500 hours		\$ _____/Hour	\$ _____
14.	Emergency ARTERIAL Sweeping (All equipment included in cost). Operation must begin 1 hour from request from City)	500 Hours		\$ _____/Hour	\$ _____
15.	Emergency Street maintenance zone Sweeping (All equipment included in cost). Operation must begin 1 hour from request from City)	500 Hours		\$ _____/Hour	\$ _____
16.	Public Property sweeping includes city parking lots, access roads, maintenance areas, parks, etc. (All equipment included in cost)	100 Hours		\$ _____/Hour	\$ _____
17.	Emergency PUBLIC PROPERTY sweeping (All Equipment included in cost). Operation must begin 1 hour from request from City)	25 Hours		\$ _____/Hour	\$ _____
18.	4 – 8' Bicycle lanes with tube delineators (All equipment included in cost)	50 Hours		\$ _____\Hour	\$ _____
19.	Two-way left turn lane. (TWLTL) (All equipment included in cost)	500 Hours		\$ _____\Hour	\$ _____
Total Extended Cost (items 7-19) Based on Estimated Quantities:				\$ _____	

Note: If mileage changes in items 1-6, the amount paid to Seller will increase or decrease if curb miles are added or deducted.

THE CITY DOES NOT GUARANTEE ANY SPECIFIC QUANTITY OR NUMBER OF PURCHASES, IF ANY, THAT WILL BE MADE DURING THE AGREEMENT TERM.

Annual Price Adjustment. The prices bid for any Supplies and/or Services shall not increase during the first year of the term of the Agreement. However, if You anticipate that You will not be able to maintain firm prices after the first year of the term, You may request an annual change in price using one of the following methods.

PURCHASE AGREEMENT

(Page 1 of 5)

INSTRUCTIONS: Bidder must properly sign and return this document or Bid may be **rejected**. Your signature on this document indicates You have read and understand these terms and conditions and agree to be bound by them.

THIS PURCHASE AGREEMENT is between the CITY OF TULSA, OKLAHOMA, a municipal corporation, 175 East 2nd Street, Tulsa, Oklahoma, 74103-3827 (the "City") and:

(Bidder's company name as reflected on its organizational documents filed with the state in which Bidder is organized; not simply DBA and address) (the "Seller").

WITNESSETH:

WHEREAS, the City has approved certain specifications and advertised for or solicited Bids on the following supplies or services:

TAC 308F Street Cleaning/Sweeping Service

(the "Supplies and/or Services").

WHEREAS, Seller submitted a Bid and desires to provide the Supplies and/or Services to City;

WHEREAS, Seller acknowledges that its signature on this Purchase Agreement constitutes an irrevocable offer to provide the Supplies and/or Services specified in the Agreement and that if Accepted by the City's Mayor, this document will become the contract for such Supplies and/or Services.

NOW, THEREFORE, for and in consideration of the terms, covenants and conditions hereinafter set forth, the parties hereto agree as follows:

1. Definitions.

- 1.1. **"Acceptance" or "Accepts"** with respect to a Bid means either (1) City's execution of the Purchase Agreement, or (2) Mayor's written approval of the Bid award recommendation and issuance of a purchase order on behalf of the City if the purchase is for an amount less than One Hundred Thousand Dollars (\$100,000) and the City determines it is in its best interests.
- 1.2. **"Acceptance"** with respect to delivery of the Supplies and/or Services shall mean City's written acknowledgment that Seller has satisfactorily provided such Supplies and/or Services as required.
- 1.3. **"Addenda" "Addendum" or Amendment(s)"** means a clarification, revision, addition, or deletion to the Invitation for Bid by City which will become a part of the agreement between the parties.
- 1.4. **"Agreement"** consists of the Invitation for Bid and the Purchase Agreement.
- 1.5. **"Bid Opening Date"** means the date the Bid is opened by the City.
- 1.6. **"Bid Submission Date"** means the date the Bid is due from Bidder to the City.
- 1.7. **"City"** means the City of Tulsa, Oklahoma.
- 1.8. **"Days"** means calendar days unless otherwise specified.
- 1.9. **"Invitation for Bid" or "IFB"** consists of the following documents: Cover page, Sections I-VI, Exhibit A – Delivery and Pricing, Affidavit(s), Purchase Agreement, and Bidder Checklist.
- 1.10. **"Primary Seller"** means the Seller whose Bid City Accepts as the principal seller of the Supplies and/or Services required.
- 1.11. **"Purchasing Ordinance"** means Tulsa Revised Ordinances, Title 6, Chapter 4 et seq.
- 1.12. **"Secondary Seller"** means the Seller whose Bid City Accepts as a back-up seller in the event the Primary Seller is unable to provide all the Supplies and/or Services.
- 1.13. **"Seller"** means the Bidder whose Bid City Accepts.
- 1.14. **"Specifications"** means the technical and/or performance requirements for the Supplies or Services.
- 1.15. **"You" or "Your"** means the Bidder responding to this Invitation for Bid or the Seller whose Bid the City Accepts.
- 1.16. **"Website"** means the City of Tulsa's website for the Purchasing Division: www.cityoftulsa.org/purchasing

2. **Order of Precedence.** Capitalized terms used but not defined herein will have the respective meanings given to them in the Purchasing Ordinance. In the event of conflicting or ambiguous language between this Purchase Agreement, any of the other Agreement documents, and additional information submitted by the Seller and Accepted by City, the parties shall be governed first according to this Purchase Agreement, second according to the remainder of the documents included in the Agreement and third according to any additional information submitted by Seller and Accepted by City.

3. **Purchase and Sale.** Seller agrees to sell City the Supplies and/or Services for the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. City agrees to pay Seller the price as set forth in Exhibit A based on (a) the quantity actually purchased in the case of Supplies and/or Services priced by unit, or (b) the total price for a stated quantity of Supplies and/or Services, upon (i) delivery of the Supplies and/or Services to the City, (ii) the City's Acceptance thereof, and (iii) Seller's submission and City's approval of a verified claim for the amount due. City shall not pay any late charges or fees.

PURCHASE AGREEMENT

(Page 2 of 5)

4. **Term.** The term of the Agreement begins on the date the Mayor/Mayor Pro Tem of the City of Tulsa executes this Purchase Agreement and terminates one year from that date. City in its sole discretion may offer Seller an opportunity to renew this Agreement up to an additional four (4) one (1) year term(s). Seller understands and acknowledges that any future contracts or renewals are neither automatic nor implied by this Agreement. City's continuing purchase of the Supplies and/or Services set forth in this Agreement is subject to City's needs and to City's annual appropriation of sufficient funds in City's fiscal year (July 1st to June 30th) in which City purchases Supplies and/or Services. In the event City does not appropriate or budget sufficient funds to perform this Agreement, this Agreement is null and void without further action by City.

The City may extend the Agreement for ninety (90) days beyond a final renewal term at the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing. The City, at its sole option and to the extent allowable by law, may choose to exercise subsequent ninety (90) day extensions upon the price and upon the delivery terms set forth on Exhibit A – Delivery and Pricing to facilitate the finalization of related terms and conditions of a new award or as needed for transition to a new Seller.

5. **Supplies Warranty.** With respect to all Supplies to be delivered under this Agreement, Seller warrants to City that such Supplies will be of good materials and workmanship and free from defects and will conform to the Specifications provided by City. In addition, Seller shall assure that the Supplies purchased hereunder are covered by all available and applicable manufacturers' warranties for such Supplies and expressly agrees that it will be responsible for performing all warranty obligations set forth in the Specifications for the Supplies.
6. **Services Warranty.** With respect to all Services to be performed under this Agreement, Seller warrants that it shall perform the Services using personnel of required skill, experience, and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and in accordance with the Specifications provided by City.
7. **Warranty Period.** Seller agrees that all warranties set forth herein will remain in effect for a period of one (1) year from the date City Accepts the Supplies and/or Services, or as specified in the Specifications, whichever is later. Seller shall not disclaim or otherwise limit the express warranties set forth herein.
8. **Warranty Remedies.** City shall notify Seller if any of the Supplies and/or Services fails to meet the warranties set forth above. If the failure is with Supplies, then Seller shall promptly correct, repair or replace such Supplies at its sole expense and/or if the failure is with a Service, then Seller shall promptly reperform such Service at Seller's sole expense. Notwithstanding the foregoing, if City determines that such Supplies and/or Services are defective or non-conforming within the first thirty (30) Days after the date of Acceptance by City, then Seller at City's option shall refund the entire purchase price, and, in the case of Supplies, City shall promptly return such Supplies to Seller. Seller shall pay all expenses related to the return of such Supplies to Seller.
9. **Rejection, Seller Bears Risk.** All Supplies and Services purchased in the Agreement are subject to approval by the City. Rejection of Supplies or Services, resulting because of nonconformity to the terms, conditions, and Specifications of this Agreement, whether held by the City or returned, will be at Seller's risk and expense. Seller shall bear the risk of loss or damage at all times until the Acceptance of the Supplies or Services by City.
10. **Force Majeure.** Seller will not be responsible for delays in delivery of the Supplies or Services due to acts of God, government action or inaction, fire, war, or riot, provided Seller notifies the City immediately, in writing of such pending or actual delay. Normally, in the event of any such delays (acts of God, etc.) the date of delivery of the Supplies or Services will be extended for a period equal to the time lost due to the reason for delay.
11. **Conflict of Interest.** By signing this Purchase Agreement, Seller covenants that it has no direct or indirect pecuniary or proprietary interest, and that it shall not acquire an interest that conflicts in any manner or degree with the Supplies or Services required to be provided or performed under the Agreement. Furthermore, Seller shall not employ any person or agent having any such conflict of interest. In the event that the Seller or its agents, employees or representatives hereafter acquires such a conflict of interest, it shall immediately disclose such interest to the City and take action immediately to eliminate the conflict or to withdraw from this contract, as the City requests.
12. **No Indemnification by City.** Seller understands and acknowledges that City is a municipal corporation that is funded by its taxpayers to operate for the benefit of its citizens. Accordingly, and pursuant to Oklahoma law, City shall not indemnify nor hold Seller harmless for loss, damage, expense or liability arising from or related to this Agreement, including any attorneys' fees and costs. In addition, Seller shall not limit its liability to City for actual loss or direct damages for any claim based on a material breach of this Agreement. City reserves the right to pursue all legal and equitable remedies to which it may be entitled.
13. **Liability/Indemnification.** Seller shall hold City harmless for any loss, damage or claims arising from or related to its performance of the Agreement. Seller must exercise all reasonable and customary precautions to prevent any harm or loss to all persons and property related to the Agreement. Seller agrees to indemnify and hold the City harmless from all claims, demands, causes of action or suits of whatever nature arising out of the Supplies, Services, labor, or materials furnished by Seller or Seller's subcontractors under this Agreement. In addition, Seller agrees to indemnify, defend, and save harmless City and its officers, employees and agents from all suits and actions of any nature brought against them due to the use of patented appliances, products or processes provided by Seller hereunder. Seller shall pay all royalties and charges incident to such patents.

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14. **No liens.** Pursuant to City's Charter (Art. XII, §5), no lien of any kind shall exist against any property of City. Seller shall deliver all Supplies to City free and clear of liens. Delivery by Seller to City of Supplies which are subject to liens shall be a material breach of the Agreement and all damages and costs incurred by City because of the existence of such liens shall be paid to City by Seller. At City's option, City may return such Supplies to Seller and Seller shall pay the cost of returning such Supplies and reimburse City for any payments made for such Supplies.
15. **No Insurance by City.** If City is leasing Supplies herein, City shall not be required to obtain insurance for Seller's property. Seller shall be solely responsible for any insurance it deems necessary. City is self-insured for its own negligence, subject to the limits of the Governmental Tort Claims Act (51 O.S. § 151 et seq.).
16. **No Confidentiality.** Seller understands and acknowledges that City is subject to the Oklahoma Open Records Act (51 O.S. §24A.1 et seq.) and therefore cannot assure the confidentiality of this Agreement or other information provided by Seller pursuant to this Agreement that would be inconsistent with City's compliance with its statutory requirements thereunder.
17. **Compliance with Laws.** Seller shall comply and ensure its subcontractors used in the performance of this Agreement comply with all applicable federal, state and local laws, regulations and standards. Seller is responsible for any costs of such compliance. Seller certifies that it and all its subcontractors to be used in the performance of this Agreement are in compliance with 25 O.S. Sec. 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. Sec. 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.
18. **Acknowledgment.** If Seller has 10 or more full-time employees during the term of the Agreement, and this Agreement has a value of one hundred thousand dollars (\$100,000) or more, Seller hereby represents, warrants, and covenants to the City that, in accordance with and pursuant to 21 O.S. § 1289.31 (i) it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association, and (ii) will not discriminate against a firearm entity or firearm trade association during the term of this Agreement.
19. **Termination.** City, by written notice, may terminate this Agreement, in whole or in part, when such action is in the best interest of City. If City terminates this Agreement, City shall be liable only for payment for Supplies accepted and Services rendered prior to the effective date of termination. City's right to terminate this Agreement is cumulative to any other rights and remedies provided by law or by this Agreement.
20. **Payment.** Invoices should be e-mailed to the City of Tulsa – Accounts Payable at: apinvoices@cityoftulsa.org. Payment will be made net 30 days after receipt of a properly submitted invoice or the City's Acceptance of the Supplies or Services, whichever is later.

Each invoice must be fully itemized, identifying Supplies provided and/or Services performed, and must bear the purchase order number assigned by the City.

The purchase order number shall appear on all invoices, packing lists, packages, shipping notices, instruction manuals and other written documents relating to the Supplies or Services. Packing lists shall be enclosed in each and every box or package shipped pursuant to this Agreement, indicating the content therein.
21. **Price Changes.** The parties understand and agree that the variables in Seller's cost of performance may fluctuate, but any change in Seller's cost of performance will not alter its obligations under this Agreement, nor excuse performance or delay on Seller's part. Notwithstanding the foregoing, after the first year of the term, the Seller may request a price increase in addition to any other price increase set forth in this Agreement. In its sole discretion, the City may approve the request if it determines that such price increase is in the City's best interest.
22. **Right to Audit.** Seller agrees that Seller's books, records, documents, accounting procedures, practices, price lists or any other items related to the Supplies and/or Services provided hereunder are subject to inspection, examination, and copying by City or its designees. City requires Seller to retain all records related to this Agreement for the duration of the term of this Agreement and a period of three years following completion and/or termination of the Agreement. If an audit, litigation or other action involving such records begins before the end of the three-year period, Seller shall maintain the records three years after the date that all issues arising out of the action are resolved or until the end of the three-year retention period, whichever is later.
23. **Notice.** Any notice, demand, or request required by or made pursuant to this Agreement will be deemed properly made if personally delivered in writing or deposited in the United States mail, postage prepaid, to the following:

To Seller:

To CITY:

Contact for Legal Notice as specified on Exhibit A – Delivery and Pricing form.
City Clerk
CITY OF TULSA, OKLAHOMA
175 E. 2nd Street, Suite 260
Tulsa, Oklahoma 74103

With a copy to:

Tulsa Purchasing Division
175 E. 2nd Street, 15th Floor
Tulsa, OK 74103

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24. **Relationship of Parties.** The Seller is and shall always remain an independent contractor with respect to activities and conduct while engaged in the performance of services for the City under this Agreement. No employees, subcontractors or agents of the Seller will be deemed to be employees of the City for any purpose whatsoever, and none will be eligible to participate in any benefit program provided by the City for its employees. The Seller shall be solely responsible for the payment of all employee wages and salaries, taxes, withholding payments, fringe benefits, insurance premiums, continuing education courses, materials or related expenses on behalf of its employees, subcontractors, and agents. Nothing in this Agreement will be construed to create a partnership, joint venture, or agency relationship among the parties. No party will have any right, power or authority to act as a legal representative of another party, and no party will have any power to obligate or bind another party, or to make any representations, express or implied, on behalf of or in the name of the other in any manner or for any purpose whatsoever.
25. **Third Parties.** This Agreement is between City and Seller and creates no right unto or duties to any other person. No person is or will be deemed a third-party beneficiary of this Agreement.
26. **Time of Essence.** City and Seller agree that time is deemed to be of the essence with respect to this Agreement. The Agreement is subject to cancellation by the City for Seller's failure to deliver on time. All deliveries are required F.O.B to the City's facilities. For any exception to the delivery date specified in the Agreement, Seller shall give prior written notification and obtain written approval from the City. The Acceptance by the City of later performance with or without objection or reservation shall neither waive the City's right to claim damages for such breach nor constitute a waiver of the requirements for the timely performance of any obligation remaining to be performed by Seller.
27. **Binding Effect.** This Agreement shall be binding upon City and Seller and their respective successors, heirs, legal representatives and permitted assigns.
28. **Headings.** The headings used herein are for convenience only and will not be used in interpreting this Agreement.
29. **Severability Provision.** If any term or provision herein is determined to be illegal or unenforceable, the remainder of this Agreement will not be affected thereby. It is the intention of the parties that if any provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible to be legal, valid and enforceable.
30. **Governing Law and Venue.** This Agreement is executed in and shall be governed by and construed in accordance with the laws of the State of Oklahoma without regard to its choice of law principles, which shall be the forum for any lawsuits arising under this Agreement or incident thereto. The parties stipulate that venue is proper in a court of competent jurisdiction in Tulsa County, Oklahoma and each party waives any objection to such venue. City does not and will not agree to binding arbitration of any disputes.
31. **No Waiver.** A waiver of any breach of any provision of this Agreement shall not constitute or operate as a waiver of any other provision, nor shall any failure to enforce any provision hereof operate as a waiver of the enforcement of such provision or any other provision.
32. **Entire Agreement.** The entire agreement between City and Seller is contained in the Agreement. No verbal agreement between the parties is binding. Any scope of services, scope of work, quote, invoice, acknowledgment or other communication or other document issued by Seller in connection with this Agreement will be for the purposes of describing in greater detail the Supplies and/or Services (as applicable) to be provided. Seller's rejection or modification of the terms set forth in the City's IFB is void and of no effect, unless any such modification improves upon the City's terms or Specifications, in which case the improvement is accepted. Seller understands and acknowledges that if it adds terms and conditions to its Bid that are different from the terms set forth herein that City may reject the Bid as non-responsive.
33. **Amendment/No Assignment.** The Agreement may only be modified or amended in a writing signed by both parties. Notwithstanding anything to the contrary stated herein or in the attachments to this Agreement, no future agreements, revisions or modifications that may be required under this Agreement are effective or enforceable unless such terms, revisions or modifications have been reduced to writing and signed by City and Seller. Seller may not assign this Agreement or use subcontractors to provide the Supplies and/or Services without City's prior written consent. Seller shall not be entitled to any claim for extras of any kind or nature.
34. **Multiple Counterparts.** This Purchase Agreement may be executed in several counterparts, each of which will be deemed an original, but which together will constitute one and the same instrument.
35. **Interpretive Matters and Definitions.** The following interpretive matters shall be applicable to this Agreement:
 - 35.1. Unless the context otherwise requires: (a) all references to Sections are to Sections of or to this Agreement; (b) each term defined in this Agreement has the meaning assigned to it; (c) "or" is disjunctive but not necessarily exclusive; (d) words in a singular include the plural and vice versa. All references to "\$" or to dollar amounts shall be in lawful currency of the United States of America;
 - 35.2. No provision of this Agreement will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof;
 - 35.3. Any reference to any applicable laws will be deemed to include all rules and regulations promulgated thereunder and judicial interpretations thereof, unless the context requires otherwise;

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- 35.4. The word "including" means "including, without limitation" and does not limit the preceding words or terms; and
- 35.5. All words used in this Agreement will be construed to be of such gender, number or tense as circumstances require.

- 36. **Equal Employment Opportunity.** Seller agrees to comply with all applicable laws regarding equal employment opportunity and nondiscrimination.
- 37. **Authority to Bind.** The undersigned individual states that s/he has authority to bind Seller to this Agreement, that s/he has read and understands the terms of this Agreement, and that Seller agrees to be bound by this Agreement.

IMPORTANT NOTE: This document must be signed by Authorized Agent. FAILURE TO SUBMIT PROPERLY AUTHORIZED SIGNATURE MAY RESULT IN YOUR BID BEING REJECTED AS NONRESPONSIVE.

IN WITNESS WHEREOF, this Agreement has been executed in multiple copies on the dates set forth below to be effective during the period recited above.

Seller Company Name: _____

Sign Here ► _____

ATTEST:

Printed Name: _____

Title: _____

Corporate Secretary

Date: _____

**CITY OF TULSA, OKLAHOMA,
a municipal corporation,**

ATTEST:

By: _____

Mayor

City Clerk

Date: _____

APPROVED:

Assistant City Attorney

BIDDER CHECKLIST

Use this checklist to ensure You have properly read and completed **all** documents listed below. This document (the IFB) contains all the following materials, which must be completed and returned to the City of Tulsa City Clerk’s Office in a mailed envelope with the affixed packing label (found on the last page). Each of these documents will form the resulting Agreement between the City and Seller.

Remember: Bids must be sealed and either mailed or delivered. Please use the provided label to clearly write the Bidder legal name and Bid number on the outside of the package, container, or envelope. The package, container, or envelope should contain both of Your completed Bids, the original and the copy. No faxed or emailed Bids will be considered. Unless otherwise stated herein, Bids received after the stated date and time **will not be accepted**.

Bidder’s Name: _____

BIDDER CHECKLIST		
BIDDER DOCUMENTS	PAGES	INCLUDED?
Addendum 1	1	
Notice of Invitation for Bid (Cover page and Sections I-IV)	2-3, 16-18	
Specifications	4-15	
Certificate(s) of Insurance	20	
References (if applicable)	21	
Sample Forms	22	
EXHIBIT A: Delivery and Pricing	23-25	
Affidavits Signatures of Authorized Agent and notarization required. Reference Page 2: Authorized Agent	26	
Purchase Agreement Complete legal name in first paragraph and signature block. Signature by Authorized Agent required. Reference Page 2: Authorized Agent	27-31	

Any contact with City Employees or Officials, other than the assigned Project Buyer, for or about this solicitation will disqualify Your Bid and it shall be deemed non-responsive.

PACKING LABEL

Top Left Corner

Your Company Name

Street Address

City, State, Zip Code

FROM:

City of Tulsa – City Clerk’s Office

175 East 2nd Street, Suite 260

Tulsa, OK, 74103

Bidder Submission For:

BID# TAC 308F

BID DESCRIPTION: Street Cleaning/Sweeping Service

Please affix this label on the package, container, or envelope containing Your two completed Bids: one labeled “Original,” the other labeled “Copy.” We recommend that both Bids (original and copy) be sent in the same envelope.

This label ensures that Your Bid will be sent to the correct office (City Clerk’s) and that it is associated with the correct Solicitation (indicated by the Bid number). Bids must be sealed and either mailed or delivered to the City Clerk’s Office. Bids must also be received no later than 5:00 PM (CST) on date listed on the first page of the IFB.